

#### Sec. 1 Orders

- (1) Orders are based on these general purchasing conditions. Other conditions are not included in the contract, even when not expressly contradicted by the ordering party. These general purchasing conditions also apply for all subsequent orders or contract relationships between the supplier and ordering party.
- (2) Only written orders are valid. Telephone orders require written confirmation. Signing by METEOR WEIGELT is not required. Communications by means of remote data transfer, fax and E-mail shall be considered to be written communications.
- (3) Acceptance of each order is to be confirmed by the supplier immediately after receipt, at the latest within 5 working days. If the confirmation is not received by METEOR WEIGELT within 5 working days after the date of the order, METEOR WEIGELT shall be entitled to revoke the order.

#### Sec. 2 Prices

- (1) The price specified in the order or delivery specification and confirmed by the supplier is binding.
- (2) Prices agreed upon with METEOR WEIGELT are binding even for other delivery locations within the Federal Republic of Germany.
- (3) If no special agreements have been made the prices apply for deliveries freight-free to the unloading point including packaging, customs formalities and customs.

#### Sec. 3 Commercial Clauses

The Incoterms 2000 in the version valid at the time of conclusion of the contract apply for interpretation of the commercial clauses.

#### Sec. 4 Certifications of Origin, Value Added Tax Certifications, Export Restrictions

- (1) The supplier shall specify all required information on certifications of origin requested by METEOR WEIGELT and submit such certificates of origin immediately properly signed. The same applies for Value Added Tax Certifications for deliveries from foreign countries and within the EU.
- (2) The supplier shall advise METEOR WEIGELT immediately if a delivery is subject to export restrictions according to German law or other laws in whole or in part.
- (3) Suppliers from European Union member states are obligated to submit to METEOR WEIGELT without special request long-term supplier certifications in conformance with the specifically applicable European regulation within 30 days of accepting an order and then within the first two months of each subsequent calendar year. If this is not possible for individual shipments of goods, the appropriate certifications of origin shall be submitted at the time of billing at the latest.

#### Sec. 5 Delivery Dates

Delivery dates and deadlines agreed on are obligatory and apply for arrival at the unloading point.

#### Sec. 6 Delivery Delay

- (1) The supplier bears the procurement risk for the goods ordered by METEOR WEIGELT.
- (2) No previous notification is required for the delay of delivery to become effective (the delivery date is set by METEOR WEIGELT when placing the order).
- (3) A soon as a supplier foresees difficulties in procurement of materials, production, etc. which could prevent him from delivering within due time according to agreement, he shall be obligated to notify METEOR WEIGELT of this situation immediately. This has no effect on his obligation to deliver by deadline.
- (4) The acceptance of late deliveries or services is not a renunciation of METEOR WEIGELT of their proper claims towards the supplier arising from the lateness of the delivery. METEOR WEIGELT is allowed to reject partial deliveries always as non-fulfillment of the suppliers' obligation for delivery.
- (5) METEOR WEIGELT has the right to enforce all claims arising from a delay in delivery of the single consignment.
- (6) Acts of god may be claimed by the supplier only when METEOR WEIGELT is informed immediately when these conditions become known.

#### Sec. 7 Shipment

- (1) Unless otherwise specified by METEOR WEIGELT the goods are to be delivered free to the plant in Bietigheim-Bissingen including packaging. Cartage at the delivery location will not be assumed by us.
- (2) If METEOR WEIGELT is to carry the freight due to special agreements, the supplier shall select the type of packaging, transport route and transport company according to specifications from METEOR WEIGELT, otherwise the most economical transport and delivery modes for METEOR WEIGELT.
- (3) When requested the packaging units are to be provided with a defined, standardized label.
- (4) The supplier shall observe all specifications made by METEOR WEIGELT regarding packaging and ensure that the goods are protected against damage by the packaging. Unless otherwise specifically stipulated the packaging costs will not be assumed by METEOR WEIGELT. Location for return of the packaging is the delivery address.
- (5) Unless otherwise certified, the values established by the goods incoming inspection at METEOR WEIGELT serve as standard for quantities, weights and dimensions.
- (6) The goods are to be packed neutrally and transported at the risk of the supplier.

#### Sec. 8 Delivery Notes, Bills, Payment

- (1) Delivery notes and bills are always to be forwarded in duplicate and must contain the following information:

METEOR WEIGELT order number, quantity and units of quantity, gross weight, net weight and where applicable weight for calculation, METEOR WEIGELT item designation and METEOR WEIGELT item number, remaining quantity (for partial deliveries).

- (2) Bills are to be made up separately for each order or delivery. Payment will be accomplished only after complete receipt of the goods in perfect condition or after completion of service work according to specifications and receipt of the bill. If partial deliveries have been agreed on, this applies correspondingly. Time delays resulting from incorrect or incomplete bills have no effect on the discount deadlines.
- (3) Payment will be accomplished within the payment deadlines agreed on after receipt of the bill, however, at the earliest after receipt of the goods in reference to the goods receipt date. In the event of late receipt of the goods METEOR WEIGELT reserves the right to make deductions for damages resulting from delay or return of the goods, if they are received after expiration of the grace period set by METEOR WEIGELT. If the tools and devices are not handed over immediately, the supplier is obligated to compensate METEOR WEIGELT for all resulting damages. The supplier shall be entitled to rights of retention only on the basis of undisputed or legally recognized claims.
- (4) Shipments, which arrive too early, will be valued on the basis of the order date with the payment dates agreed on.
- (5) Claims by the supplier against METEOR WEIGELT may be assigned to third parties only with the approval of METEOR WEIGELT to the extent legally permissible. Payments shall be made only to the supplier and exonerate METEOR WEIGELT from all payment obligations.
- (6) Tools will be paid according to payment conditions agreed on.

#### Sec. 9 Tools and Devices

(1) The price for tools/devices also includes sampling costs. Unless otherwise agreed METEOR WEIGELT is the proprietor of the tools/devices. The responsibility and costs for service, maintenance and proper storage shall be borne by the supplier. The tools/devices are to be used only for orders made by METEOR WEIGELT.

- (2) The supplier is obligated to insure tools, devices and ordered parts at his own costs against all risks, particularly fire and theft and to provide proof of such insurance on request.
- (3) Molds, models, service products, etc. may be destroyed only with written approval of METEOR WEIGELT. The supplier is obligated to provide to METEOR WEIGELT a list of production equipment, which is the property or partial property of METEOR WEIGELT at regular intervals as well as at any time on request.

- (4) If the supplier is unable to deliver immediate surrender of the tools and devices is obligatory.

#### Sec. 10 Quality, Documentation

- (1) Modifications of the materials, production procedures or production location may not be made without the approval of METEOR WEIGELT. Review of the control documents must be ensured.
- (2) For his deliveries the supplier is obligated to observe all recognized rules of technology, safety regulations and technical data agreed on. Changes to the delivery item require previous written agreement of METEOR WEIGELT.
- (3) After approval of the first samples it is permissible to start mass production. For initial sampling reference is made to the VDA publication "Securing quality of deliveries in the automotive industry, supplier evaluation, initial sampling", Frankfurt (Main), latest version in each case, unless higher quality requirements are specified by METEOR WEIGELT. Regardless of this the supplier shall be required to continuously check the quality of the items delivered and lay out its quality assurance system so that it fulfills the state-of-the-art in all cases, particularly DIN ISO 9000-9004, QS-9000, VDA 6.1 and ISO/TS 16949. Moreover, the supplier is obligated to advise METEOR WEIGELT of all possibilities for any type of quality improvement.
- (4) The type and scope of the tests and testing equipment shall be agreed upon between the supplier and METEOR WEIGELT.

#### Sec. 11 Guarantee

- (1) The supplier assumes a guarantee for its deliveries according to the legal regulations, including claims for damages and compensations.
- (2) The supplier is obligated to supply replacement immediately and at no cost on request for goods on which any defects present are not immediately recognizable or whose use according to intention cannot be established immediately after delivery at any time after establishment of such deficiencies. In such cases METEOR WEIGELT retains the right to regress until the goods have been completely processed.
- (3) Obvious deficiencies in the delivery, specifically deviations in quantity and obvious transport damage, will be reported by METEOR WEIGELT, as soon as noted in accordance with the reality of proper business operations. Notifications shall be considered to be within due time, when made within a period of 10 calendar days after receipt of the goods.
- (4) The supplier and METEOR WEIGELT agree that notification according to the UN purchasing law is also proper when METEOR WEIGELT notifies the supplier, that the product is defective or deficient. However METEOR WEIGELT will subsequently submit a detailed description of the reasons why the goods could not be used within a reasonable period of time at the request of the supplier.
- (5) In urgent cases METEOR WEIGELT shall be entitled to accomplish or have accomplished 100 % inspection and elimination of the defects after conferring with the supplier at the costs of the supplier regardless of any other claims. The supplier waives his right to objection regarding the late notice of defects according to Sec. 377 HGB.
- (6) The supplier is obligated to cover damages occurring for METEOR WEIGELT as a result of failure of the authorities to recognize the declared origin as a result of erroneous certification or lack of possibilities for verification. However, such liabilities shall become effective only in the case of culpable behavior on the part of the supplier.
- (7) If the supplier does not comply with the request to eliminate the defect or substitute delivery within 10 working days, METEOR WEIGELT shall be entitled to withdraw from the contract and demand damages instead of delivery.
- (8) If the delivered products are used in a final product, which is sold to a final consumer, and METEOR WEIGELT is liable to damage claims of its customer on the basis of Sections 478, 479 of the German Civil Code, METEOR WEIGELT shall be entitled to damages by corresponding application of these regulations. Sections 478, 479 of the German Civil Code apply for the scope, contents and statute of limitations.
- (9) The guarantee shall expire at the earliest after expiration of 24 months after arrival of the goods at METEOR WEIGELT unless otherwise agreed. This shall have no effect on the statute of limitations according to Section 479 of the German Civil Code.

#### Sec. 12 Producer Liability

- (1) The supplier is responsible for performing all checks on the products produced and/or delivered by it regardless of any goods receiving checks performed at METEOR WEIGELT and is also responsible for fault-free characteristics of the items delivered. The supplier is not relieved of his responsibility by any checks made by METEOR WEIGELT itself.
- (2) Unless otherwise specifically agreed on all claims of METEOR WEIGELT against the supplier in terms of producer liability shall be based on the legal regulations.
- (3) The supplier is obligated to conclude appropriate liability insurance, particularly conclusion of sufficient product liability insurance. On request by METEOR WEIGELT the supplier is obligated to provide proof of such coverage.

#### Sec. 13 Industrial Property Rights

- (1) The supplier is liable for ensuring that his delivery and use of such goods by METEOR WEIGELT do not infringe on any patent rights or other industrial property rights of third parties. It is obligated to hold METEOR WEIGELT and its employees harmless from any claim resulting from use of such protective rights.
- (2) This does not apply when the supplier produces the delivered goods according to drawings, models or other equivalent descriptions or specifications provided by METEOR WEIGELT and does not or cannot know that the rights of third parties are being infringed on in context with the products, which it is producing.

#### Sec. 14 Industrial Secrecy

The supplier is obligated to treat all orders from METEOR WEIGELT and all commercial and technical details associated therewith as industrial secrets. This obligation applies even after termination of the delivery contract until such industrial secrets have become public without any act on the part of the supplier.

#### Sec. 15 Pollutant-Free Deliveries

All materials/parts must be pollutant-free. If this is not possible for technical reasons, the supplier is obligated to advise METEOR WEIGELT without request. The guidelines "Old Automobile Code" 2000/53/EC must be observed. The material data is to be listed in the international material data system (IMDS) in the Internet under <http://www.mdssystem.com>. All valid EU-regulations need to be fulfilled.

#### Sec. 16 Place of Fulfillment and Jurisdiction

Unless otherwise agreed, the place of fulfillment shall be the headquarters of METEOR WEIGELT in 74321 Bietigheim-Bissingen. The laws of the Federal Republic of Germany apply exclusively. Application of the UN Purchasing Laws is excluded.

#### Sec. 17 Severability

If any provision of these purchasing conditions or any of the agreements made therein is or becomes ineffective, this shall have no effect on the validity of the remainder of the contract. To the extent legally permissible the partners to this contract shall replace the ineffective provision with another provision coming as close as possible to the economic purpose of the ineffective provision.

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By signing the supplier agrees to the above purchasing conditions for all future orders from METEOR WEIGELT unless other agreements have been made:

Location, Date

Stamp and legal signature of supplier